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**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

<p>NIA SECURITIES, LLC,</p> <p>Plaintiff,</p> <p>v.</p> <p>RODNEY SQUARE MANAGEMENT CORP., CRAMER ROSENTHAL MCGLYNN, LLC, AND WILMINGTON TRUST CORPORATION,</p> <p>Defendants.</p>	<p>Civil Action No. 08-cv-01148-FSH-PS</p> <p>DOCUMENT FILED ELECTRONICALLY</p>
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ANSWER

Defendants, Rodney Square Management Corp. (“RSMC”), Cramer Rosenthal McGlynn, LLC (“CRM”), and Wilmington Trust Corporation (“WTC”) (collectively “Defendants”), by way of Answer to Plaintiff’s Complaint, alleges as follows:

JURISDICTION AND VENUE

1. The allegations of Paragraph 1 are admitted.

2. Defendants admit that venue in this District is proper and that Defendants transact business in this District, but deny that the conduct complained of occurred.

PARTIES

3. The allegations of Paragraph 3 are admitted.

4. The allegations of Paragraph 4 are admitted.

5. The allegations of Paragraph 5 are admitted.

6. The allegations of Paragraph 6 are admitted.

7. Defendants admit that CRM is an investment advisory firm, but deny that CRM currently specializes in equity investments in small to middle capitalization value-style stocks.

FACTUAL ALLEGATIONS

8. The allegations of Paragraph 8 are admitted in part and denied in part. It is admitted that ING is a Dutch global financial services company, providing a wide array of banking, insurance and asset management services. It is denied that in or about early 2002, that NIA began discussing a proposed business transaction with WTC regarding the ING Group.

9. The allegations of Paragraph 9 are denied.

10. The allegations of Paragraph 10 are denied.

11. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 11 of the Complaint and on that basis, deny such allegations.

12. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 12 of the Complaint and on that basis, deny such allegations.

13. The allegations of Paragraph 13 are denied.

14. The allegations of Paragraph 14 are denied.

15. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 15 of the Complaint and on that basis, deny such allegations.

16. The allegations of Paragraph 16 are denied.

17. The allegations of Paragraph 17 are denied.

18. The allegations of Paragraph 18 are denied.

19. The allegations of Paragraph 19 are denied.

20. The allegations of Paragraph 20 are denied.

21. The allegations of Paragraph 21 are denied.

22. The allegations of Paragraph 22 are denied.

23. The allegations of Paragraph 23 are denied.

24. The allegations of Paragraph 24 are denied.

25. The allegations of Paragraph 25 are denied.

26. The allegations of Paragraph 26 are denied.

27. The allegations of Paragraph 27 are denied.

28. The allegations of Paragraph 28 are denied.

29. The allegations of Paragraph 29 are denied.

30. The allegations of Paragraph 30 are denied.

31. The allegations of Paragraph 31 are admitted.

32. The allegations of Paragraph 32 are denied.

33. The allegations of Paragraph 33 are denied.

34. The allegations of Paragraph 34 are admitted.

35. The allegations of Paragraph 35 are denied.

36. The allegations of Paragraph 36 are denied.

37. The allegations of Paragraph 37 are denied.

38. The allegations of Paragraph 38 are denied.

39. The allegations of Paragraph 39 are denied.

FIRST COUNT

40. Defendants incorporate its responses to the allegations of Paragraphs 1 through and including 39 as if fully set forth herein.

41. The allegations of Paragraph 41 are denied.

42. The allegations of Paragraph 42 are denied.

43. The allegations of Paragraph 43 are denied.

44. The allegations of Paragraph 44 are denied.

45. The allegations of Paragraph 45 are denied.

46. The allegations of Paragraph 46 are denied.

47. The allegations of Paragraph 47 are denied.

SECOND COUNT

48. Defendants incorporate its responses to the allegations of Paragraphs 1 through and including 47 as if fully set forth herein.

49. The allegations of Paragraph 49 are denied.

50. The allegations of Paragraph 50 are denied.

51. The allegations of Paragraph 51 are denied.

52. The allegations of Paragraph 52 are denied.

53. The allegations of Paragraph 53 are denied.

54. The allegations of Paragraph 54 are denied.

THIRD COUNT

55. Defendants incorporate its responses to the allegations of Paragraphs 1 through and including 54 as if fully set forth herein.

56. The allegations of Paragraph 56 are denied.

57. The allegations of Paragraph 57 are denied.

58. The allegations of Paragraph 58 are denied.

59. The allegations of Paragraph 59 are denied.

60. The allegations of Paragraph 60 are denied.

61. The allegations of Paragraph 61 are denied.

62. The allegations of Paragraph 62 are denied.

FIFTH COUNT¹

63. Defendants incorporate its responses to the allegations of Paragraphs 1 through and including 62 as if fully set forth herein.

64. The allegations of Paragraph 64 are denied.

65. The allegations of Paragraph 65 are denied.

SIXTH COUNT

66. Defendants incorporate its responses to the allegations of Paragraphs 1 through and including 65 as if fully set forth herein.

67. The allegations of Paragraph 67 are denied.

68. The allegations of Paragraph 68 are denied.

69. The allegations of Paragraph 69 are denied.

¹ Plaintiff has not provided a "Fourth Count."

70. The allegations of Paragraph 70 are denied.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

71. Plaintiff's Complaint fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

72. Some or all of Plaintiff's claims are barred by the doctrine of laches.

THIRD AFFIRMATIVE DEFENSE

73. Some or all of Plaintiff's claims are barred by the failure of consideration.

FOURTH AFFIRMATIVE DEFENSE

74. Some or all of Plaintiff's claims are barred by the doctrine of waiver.

FIFTH AFFIRMATIVE DEFENSE

75. Some or all of Plaintiff's claims are barred by the doctrine of estoppel.

SIXTH AFFIRMATIVE DEFENSE

76. Some or all of Plaintiff's claims are barred by the doctrine of unclean hands.

SEVENTH AFFIRMATIVE DEFENSE

77. Some or all of Plaintiff's claims are barred by the doctrine of mutual mistake.

EIGHTH AFFIRMATIVE DEFENSE

78. Some or all of Plaintiff claims are barred by the applicable statute of limitations.

NINTH AFFIRMATIVE DEFENSE

79. Some or all of Plaintiff's claims are barred because Plaintiff failed to perform a condition precedent and/or its obligations pursuant to the contract.

TENTH AFFIRMATIVE DEFENSE

80. Some or all of Plaintiff's claims are barred because Plaintiff breached the contract.

ELEVENTH AFFIRMATIVE DEFENSE

81. Defendants reserve the right to supplement these Affirmative Defenses upon the completion of its investigation and discovery.

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Dated: May 27, 2008

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